

SECURITIES AND EXCHANGE COMMISSION  
 WASHINGTON, D.C. 20549

-----  
 FORM S-8  
 REGISTRATION STATEMENT  
 UNDER  
 THE SECURITIES ACT OF 1933

-----  
 WACKENHUT CORRECTIONS  
 CORPORATION  
 (Exact Name of Registrant as Specified in its Charter)

FLORIDA  
 (State or Other Jurisdiction of  
 Incorporation or Organization)

65-0043078  
 (I.R.S. Employer  
 Identification No.)

4200 WACKENHUT DRIVE #100  
 PALM BEACH GARDENS, FLORIDA 33410-4243  
 (561) 622-5656  
 (Address, Including Zip Code, and Telephone Number, Including Area Code, of  
 Registrant's Principal Executive Offices)

EMPLOYEES' 401(K) AND RETIREMENT PLAN  
 (Full Title of the Plan)

JAMES P. ROWAN, ESQ.  
 4200 WACKENHUT DRIVE #100  
 PALM BEACH GARDENS, FLORIDA 33410-4243  
 (561) 622-5656  
 (Name, Address, Including Zip Code, and Telephone Number, Including Area Code,  
 of Agent for Service)

-----  
 COPIES OF ALL COMMUNICATIONS TO:  
 STEPHEN K. RODDENBERRY, ESQ.  
 AKERMAN, SENTERFITT & EIDSON, P.A.  
 SUNTRUST INTERNATIONAL CENTER  
 ONE S.E. 3RD AVENUE, 28TH FLOOR  
 MIAMI, FLORIDA 33131-1704  
 (305) 374-5600

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered (1)	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price (2)	Amount of Registration Fee
Series A Common Stock, par value \$.01 per share (3)	100,000	\$18.00(2)	\$1,800,000	\$545.45
Interests in the Employees' 401(k) and Retirement Plan	(4)	(4)	(4)	(4)

- (1) This Registration Statement also covers any additional shares that may hereafter become issuable as a result of the adjustment provisions of the Plan.
- (2) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457 under the Securities Act of 1933, as amended (the "Securities Act"). The proposed Maximum Offering Price is based on the average of the high and low prices of shares of Common Stock as reported on the New York Stock Exchange on December 3, 1996 of \$18.00 per share.
- (3) Includes the aggregate number of shares purchased or purchasable with employer or employee contributions under the Wackenhut Corrections Corporation Employees' 401(k) and Retirement Plan during the next two years.
- (4) Pursuant to Rule 416(c) under the Securities Act, this Registration Statement also covers an indeterminate amount of plan interests to be offered pursuant to the Plans. In accordance with Rule 457(h)(2), no separate fee calculation is made for plan interests.

Total Number of Sequentially Numbered Pages: \_\_\_\_\_  
Exhibit Index on Sequentially Numbered Page: \_\_\_\_\_

## PART I

## INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

The document(s) containing the information specified in Part I of Form S-8 will be sent or given to participants in Wackenhut Corrections Corporation's 401(k) and Retirement Plan, as specified by Rule 428 (b) (1) promulgated by the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act").

Such document(s) are not being filed with the Commission, but constitute (along with the documents incorporated by reference into the Registration Statement pursuant to Item 3 of Part II hereof) a prospectus that meets the requirements of Section 10(a) of the Securities Act.

## PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT  
(Not Required in Prospectus)

## ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE

The following documents filed by the Registrant with the Commission are incorporated herein by reference.

- (a) The Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 1995.
- (b) The Registrant's Quarterly Reports on Form 10-Q for the thirteen weeks ended March 31, 1996, the thirteen weeks ended June 30, 1996 and the thirteen weeks ended September 30, 1996.
- (c) The description of the Registrant's Common Stock contained in the Company's Registration Statement on Form 8-A filed with the Securities and Exchange Commission on June 27, 1994, and any amendment or report filed with the Commission for the purpose of updating such description.

In addition, all documents filed by the Registrant with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended, after the date of this Registration Statement and prior to the termination of the offering shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of the filing of such document with the Commission. Any statement contained in a document incorporated by reference herein shall be deemed to be modified or superseded for purposes of the Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or superseded such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of the Registration Statement.

## ITEM 4. DESCRIPTION OF SECURITIES.

Not applicable. The class of securities to be offered is registered under Section 12 of the Exchange Act.

## ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.

Not applicable.

## ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

The Registrant, a Florida corporation, is empowered by Section 607.0850 of the Florida Business Corporation Act, subject to the procedures and limitations stated therein, to indemnify any person who was or is a party to any proceeding other than any action by, or in the right of, the Registrant, by reason of the fact that he is or was a director, officer, employee, or agent of the Registrant or is or was serving at the request of the Registrant as a director,

officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise against liability incurred in connection with such proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Registrant, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

Section 607.0850 also empowers a Florida corporation to indemnify any person who was or is a party to any proceeding by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the corporation, except that no indemnification may be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any proceeding referred to above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.

The indemnification and advancement of expenses provided pursuant to Section 607.0850 are not exclusive, and a corporation may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees or agents, under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. However, a director, officer, employee or agent is not entitled to indemnification or advancement of expenses if a judgment or other final adjudication establish that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute: (i) a violation of the criminal law, unless the director, officer, employee or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful; (ii) a transaction from which the director, officer, employee or agent derived an improper personal benefit; (iii) in the case of a director, a circumstance under which the liability provisions of Section 607.0834 of the Florida Business Corporation Act, relating to a director's liability for voting in favor of or assenting to an unlawful distribution, are applicable; or (iv) willful misconduct or a conscious disregard for the best interests of the corporation in a proceeding by or in the right of the corporation to procure a judgment in its favor or in a proceeding by or in the right of a shareholder.

The Registrant's bylaws provide that the Registrant shall indemnify every person who was or is a party to or was threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact he is or was a director, officer, employee, or agent of the Registrant, or is or was serving at the request of the Registrant as a director, officer, employee, agent or trustee of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses including attorney's fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by him in connection with such action, suit or proceeding, (except in such case involving gross negligence or willful misconduct) in the performance of his duties to the full extent permitted by applicable law. Such indemnification, in the discretion of the Board of Directors, include advances of his expenses in advance of final disposition subject to the provisions of applicable law. Such right of indemnification shall not be exclusive of any right to which any director, officer, employee, agent or controlling shareholder of the Registrant may be entitled as a matter of law.

Under the Registrant's indemnification agreements with its officers and directors it is obligated to indemnify each of its officers and directors to the fullest extent permitted by law with respect to all liability and loss suffered, and reasonable expense incurred, by such person, in any action, suit or proceeding in which such person was or is made or threatened to be a part or otherwise involved by reason of the fact that such person was a director or officer of the

Registrant. The Registrant is also obligated to pay the reasonable expense of indemnified directors or officers in defending such proceeding if the indemnified party agrees to repay all amounts advance should it be ultimately determined that such person is not entitled to indemnification.

The Registrant maintains an insurance policy covering directors and officers under which the insurer agrees to pay, subject to certain exclusions, for any claim made against the directors and officers of the Registrant for a wrongful act for which they may become legally obligated to pay or for which the Registrant is required to indemnify its directors and officers.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED.

Not applicable.

ITEM 8. EXHIBITS.

The exhibits filed as part of this Registration Statement are as follows:

EXHIBIT NUMBER -----	DESCRIPTION -----
4.1 --	Amended and Restated Articles of Incorporation of the Registrant, as amended (incorporated by reference to Exhibit 3.1 of the Registrant's Registration Statement on Form S-1 (Regis. No. 33-79264)
4.2 --	Bylaws of the Registrant (incorporated by reference to Exhibit 3.2 of the Registrant's Registration Statement on Form S-1 (Regis. No. 33-79264)
4.3 --	Form of Common Stock Certificate
5.1 --	Opinion of Akerman, Senterfitt & Eidson, P.A.
10.1 --	Wackenhut Corrections Corporation Employees' 401(k) and Retirement Plan
23.1 --	Consent of Arthur Andersen LLP
23.2 --	Consent of Akerman, Senterfitt & Eidson, P.A. (included in opinion filed as Exhibit 5.1)
24.1 --	Powers of Attorney -- included as part of the signature page hereto

ITEM 9. UNDERTAKINGS.

The undersigned Registrant hereby undertakes:

A. (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act.

(ii) To reflect in the Prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

B. The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

C. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act, and is, therefore, unenforceable in the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by; such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy and as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant, Wackenhut Corrections Corporation, certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida, on the 4th day of December, 1996.

WACKENHUT CORRECTIONS CORPORATION

By: /s/ GEORGE C. ZOLEY

-----  
GEORGE C. ZOLEY  
President, Chief Executive Officer and Director

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints James P. Rowan and John G. O'Rourke, and each of them, as true and lawful attorneys-in-fact and agents with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the foregoing, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue thereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in their capacities on December 4, 1996.



Signature

Title

/s/ GEORGE R. WACKENHUT  
-----  
GEORGE R. WACKENHUT

Chairman of the Board and Director

/s/ GEORGE C. ZOLEY  
-----  
GEORGE C. ZOLEY

President, Chief Executive Officer and Director  
(Principal Executive Officer)

/s/ JOHN G. O'ROURKE  
-----  
JOHN G. O'ROURKE

Chief Financial Officer, Senior Vice President  
- Finance and Treasurer (Principal Financial  
Officer)

/s/ DAVID N.T. WATSON  
-----  
DAVID N.T. WATSON

Controller (Principal Accounting Officer)

/s/ RICHARD R. WACKENHUT  
-----  
RICHARD R. WACKENHUT

Director

/s/ NORMAN A. CARLSON  
-----  
NORMAN A. CARLSON

Director

/s/ BENJAMIN R. CIVILETTI  
-----  
BENJAMIN R. CIVILETTI

Director

/s/ MANUEL J. JUSTIZ  
-----  
MANUEL J. JUSTIZ

Director

/s/ ANTHONY P. TRAVISONO  
-----  
ANTHONY P. TRAVISONO

Director

SIGNATURE  
-----TITLE  
-----

## EXHIBIT INDEX

EXHIBIT NUMBER -----	DESCRIPTION -----	SEQUENTIAL PAGE NUMBER -----
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4.2 --	Bylaws of the Registrant (incorporated by reference to Exhibit 3.2 of the Registrant's Registration Statement on Form S-1 (Regis. No. 33-79264)	---
4.3 --	Form of Common Stock Certificate.	
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24.1 --	Powers of Attorney -- included as part of the signature page hereto	---

INCORPORATED UNDER THE LAWS  
OF THE STATE OF FLORIDA

THIS CERTIFICATE IS TRANSFERABLE  
IN DALLAS, TEXAS  
AND NEW YORK, NEW YORK

WACKENHUT CORRECTIONS CORPORATION

FULLY PAID AND NON-ASSESSABLE SHARES OF THE PAR VALUE OF  
ONE CENT EACH OF THE COMMON STOCK OF

Wackenhut Corrections Corporation, transferable on the books of the Corporation by the holder hereof in person or by duly authorized attorney upon surrender of this certificate properly endorsed. This certificate and the shares represented hereby are issued and shall be held subject to all the provisions of the Certificate of Incorporation of the Corporation (copies of which are on file with the Transfer Agent) to all of which the holder by acceptance hereof assents. This certificate is not valid unless countersigned by the Transfer Agent and registered by the Registrar.

Witness the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

Dated

COUNTERSIGNED AND REGISTERED:  
CHASEMELLON SHAREHOLDER SERVICES, L.L.C.  
TRANSFER AGENT AND REGISTRAR

BY

AUTHORIZED SIGNATURE

SECRETARY

PRESIDENT AND  
CHIEF EXECUTIVE OFFICER

WACKENHUT CORRECTIONS CORPORATION

THE CORPORATION WILL FURNISH, WITHOUT CHARGE, TO EACH STOCKHOLDER WHO SO REQUESTS, THE POWERS, DESIGNATIONS, PREFERENCES AND RELATIVE, PARTICIPATING, OPTIONAL OR OTHER SPECIAL RIGHTS OF EACH CLASS OF STOCK OR SERIES THEREOF AND THE QUALIFICATIONS, LIMITATIONS OR RESTRICTIONS OF SUCH PREFERENCES AND/OR RIGHTS. SUCH REQUEST MAY BE MADE TO A TRANSFER AGENT OR THE SECRETARY OF THE CORPORATION.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common	UNIF GIFT MIN ACT	Custodian
TEN ENT - as tenants by the entireties		(Cust) (Minor)
JT TEN - as joint tenants with rights of survivorship and not as tenants in common		under Uniform Gifts to Minors Act
		(Suite)

Additional abbreviations may also be used though not in the above list.

For value received, \_\_\_\_\_ hereby sell, assign and transfer unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

-----  
(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNEE)  
-----  
-----

-----shares  
of the capital stock represented by the within Certificate, and do hereby irrevocably constitute and appoint

\_\_\_\_\_  
Attorney  
to transfer the said stock on the books of the within named Corporation with full power of substitution in the premises.

Dated \_\_\_\_\_

NOTICE:  
THE SIGNATURES TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME(S) AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

X \_\_\_\_\_  
(SIGNATURE)

X \_\_\_\_\_  
(SIGNATURE)

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN "ELIGIBLE GUARANTOR INSTITUTION" AS DEFINED IN RULE 17Ad-15 UNDER THE SECURITIES EXCHANGE ACT OF 1994, AS AMENDED.

-----  
SIGNATURE(S) GUARANTEED BY:

Akerman, Senterfitt & Eidson, P.A.  
Attorneys at Law  
SunTrust International Center  
28th Floor  
One S.E. Third Avenue  
Miami, Florida 33131-1704  
(305) 374-5600  
Telecopy (305) 374-5095

December 4, 1996

Wackenhut Corrections Corporation  
4200 Wackenhut Drive #100  
Palm Beach Gardens, FL 33410-4243

Gentlemen:

We have acted as special counsel to Wackenhut Corrections Corporation, a Florida corporation (the "Company") with respect to the filing by the Company with the Securities and Exchange Commission under the Securities Act of 1933, as amended, of a Registration Statement on Form S-8 (the "Registration Statement") covering the issuance of up to 100,000 shares of the Company's common stock, par value \$.01 per share (the "Shares") pursuant to the Wackenhut Corrections Corporation Employees' 401(k) and Retirement Plan (the "Plan").

Based on our review of the Articles of Incorporation of the Company, as amended and restated, the Bylaws of the Company, the Plan and documents related thereto, and such other documents and records as we have deemed necessary and appropriate, we are of the opinion that the Shares, if and when issued and paid for upon exercise of options pursuant to the Plan and related documents, will be validly issued, fully paid and non-assessable.

We consent to the filing of this opinion of counsel as Exhibit 5.1 to the Registration Statement.

Very truly yours,

AKERMAN, SENTERFITT & EIDSON, P.A.

/s/ Akerman, Senterfitt & Eidson, P.A.

ADOPTION AGREEMENT  
DREYFUS NONSTANDARDIZED  
PROTOTYPE PROFIT SHARING PLAN AND TRUST

PLAN NUMBER 01002  
IRS SERIAL NUMBER D362552A

The Employer named in Section I.A. below hereby establishes or restates a Profit Sharing Plan ("Plan") and Trust, consisting of such sums as shall be paid to the Trustee(s) under the Plan, the investments thereof and earnings thereon. The terms of the Plan and Trust are set forth in this Adoption Agreement and the applicable provisions of the Dreyfus Prototype Defined Contribution Plan, Basic Plan Document No. 01, and the Dreyfus Trust Agreement, both as amended from time to time, which are hereby adopted and incorporated herein by reference.

I. BASIC PROVISIONS

- A. Employer's Name: WACKENHUT CORRECTIONS CORPORATION  
Address: 4200 WACKENHUT DRIVE  
PALM BEACH GARDENS, FLORIDA 33410-4243
- B. Employer is a  corporation;  S Corporation;  
 partnership;  sole proprietor;  
 other: [....]
- C. Employer's Tax ID Number: 65-0043078
- D. Employer's fiscal year: Calendar Year
- E. Plan Name: WACKENHUT CORRECTIONS CORPORATION EMPLOYEES' 401(K)  
AND RETIREMENT PLAN

F. If this is a new Plan, the Effective Date of the Plan is:

If this is an amendment and restatement of an existing Plan, enter the original Effective Date JANUARY 1, 1996. The effective date of this amended Plan is JANUARY 1, 1996.

G. The Trustee shall be:

(X) The Dreyfus Trust Company

( ) Other:            (Name)            [....]  
                           (Address)           [....]  
                           (Address)           [....]  
                           (Phone #)           [....]

H.        The first Plan Year shall be JANUARY 1, 1996 through DECEMBER 31, 1996. Thereafter, the Plan Year shall mean the 12-consecutive-month period commencing on JANUARY 1 and ending on DECEMBER 31.

I.        Service with the following predecessor employer(s):  
  
 WACKENHUT OF NEVADA, INC.; AHTNA AGA SECURITY, INC.;  
 WACKENHUT EDUCATIONAL SERVICES, INC.; WACKENHUT HEALTH SERVICES, INC.; WACKENHUT MONITORING SYSTEMS, INC.; WACKENHUT SERVICES, INC.; WACKENHUT INTERNATIONAL, INC.; WACKENHUT AIRLINE SERVICES, INC.; WACKENHUT SPORTS AUTHORITY, INC.; WACKENHUT APPLIED TECHNOLOGIES CENTER, INC.; WACKENHUT OF ALASKA, INC.; AMERICAN GUARD AND ALERT, INC.; THE WACKENHUT CORPORATION; DELAWARE COUNTY, PENNSYLVANIA; EMERGENCY MEDICAL SERVICES ASSOCIATES, INC.

Shall be credited for purposes of:  eligibility;  vesting.

Note: Such Service must be credited if the adopting Employer maintains the plan of the predecessor employer.

J.        The following employer(s) aggregated with the Employer under Sections 414(b), (c), (m) or (o) of the Internal Revenue Code ("Code") shall be Participating Employers in the Plan: NONE

K.        Are all employers aggregated with the Employer under Sections 414(b), (c), (m) or (o) of the Code participating in this Plan?

( ) Yes            (X) No

II.        HOURS OF SERVICE

A. For Eligibility Purposes.



Hours of Service under the Plan will be determined for all Employees on the basis of the method selected below:

- (X) On the basis of actual hours for which an Employee is paid or entitled to payment.
- ( ) On the basis of days worked. An Employee will be credited with ten (10) Hours of Service for any day such Employee would be credited with at least one (1) Hour of Service during the day under the Plan.
- ( ) On the basis of weeks worked. An Employee will be credited with forty-five (45) Hours of Service for any week such Employee would be credited with at least one (1) Hour of Service during the week under the Plan.
- ( ) On the basis of semi-monthly payroll periods. An Employee will be credited with ninety-five (95) Hours of Service for any semi-monthly payroll period such Employee would be credited with at least one (1) Hour of Service under the Plan.
- ( ) On the basis of months worked. An Employee will be credited with one hundred ninety (190) Hours of Service for any month such Employee would be credited with at least one (1) Hour of Service under the Plan.
- ( ) On the basis of elapsed time.

B. For Vesting Purposes.

Hours of Service under the Plan will be determined for all Employees on the basis of the method selected below:

- (X) On the basis of actual hours for which an Employee is paid or entitled to payment.
- ( ) On the basis of days worked. An Employee will be credited with ten (10) Hours of Service for any day such Employee would be credited with at least one (1) Hour of Service during the day under the Plan.

- ( ) On the basis of weeks worked. An Employee will be credited with forty-five (45) Hours of Service for any week such Employee would be credited with at least one (1) Hour of Service during the week under the Plan.
- ( ) On the basis of semi-monthly payroll periods. An Employee will be credited with ninety-five (95) Hours of Service for any semi-monthly payroll period such Employee would be credited with at least one (1) Hour of Service under the Plan.

- ( ) On the basis of months worked. An Employee will be credited with one hundred ninety (190) Hours of Service for any month such Employee would be credited with at least one (1) Hour of Service under the Plan.
- ( ) On the basis of elapsed time.

### III. ELIGIBLE EMPLOYEES

All Employees shall be Eligible Employees, except:

- ( ) Employees included in a unit of Employees covered by a collective bargaining agreement between the Employer and employee representatives, if retirement benefits were the subject of good faith bargaining. For this purpose, the term "employee representatives" does not include any organization more than half of whose members are Employees who are owners, officers, or executives of the Employer.
- (X) Employees who are nonresident aliens and who receive no earned income from the Employer which constitutes income from sources within the United States.
- (X) Employees included in the following classification(s):  
THOSE EMPLOYEES OF THE WACKENHUT CORRECTIONS CORPORATION WHO DO NOT WORK AT THE MOORE HAVEN CORRECTIONAL FACILITY, DELAWARE COUNTY PRISON, MARSHALL COUNTY CORRECTIONAL FACILITY, OR SOUTH BAY.
- (X) Employees of the following employers aggregated with the Employer under Sections 414(b), (c), (m) or (o) of the Code:  
WACKENHUT OF NEVADA, INC.; AHTNA AGA SECURITY, INC.;  
WACKENHUT EDUCATIONAL SERVICES, INC.; WACKENHUT HEALTH SERVICES, INC.; WACKENHUT MONITORING SYSTEMS, INC.; WACKENHUT SERVICES, INC.; WACKENHUT INTERNATIONAL, INC.; WACKENHUT AIRLINE SERVICES, INC.; WACKENHUT SPORTS AUTHORITY, INC.; WACKENHUT APPLIED TECHNOLOGIES CENTER, INC.; WACKENHUT OF ALASKA, INC.; AMERICAN GUARD AND ALERT, INC.; THE WACKENHUT CORPORATION

- (X) Individuals required to be considered Employees under Section 414(n) of the Code.
- ( ) Employees who, subject to determination by the Committee that such election will not affect the plan's qualification, make a one-time irrevocable election not to participate in the Plan for purposes of the following:
- [ ] Employer Discretionary Contributions.
- [ ] Elective Deferrals/Thrift Contributions/Combined Contributions.

Note: The term Employee includes all employees of the Employer and any employer required to be aggregated with the Employer under Sections 414(b), (c), (m) or (o) of the Code, and individuals considered employees of any such employer under Section 414(n) or (o) of the Code.

#### IV. AGE AND SERVICE REQUIREMENTS

Each Eligible Employee shall become a Participant on the Entry Date coincident with or following completion of the following requirements:

- Age:                   ( )       No age requirement.
- (X)       The attainment of age 18 (not to exceed age 21).
- Service:               ( )       No service requirement.
- ( )       For Employer Discretionary Contributions only -- The completion of [...] (not to exceed 1 unless 100% immediate vesting is elected, in which case, may not exceed 2) Eligibility Years of Service. If the Eligibility Years of Service is or includes a fractional year, an Employee shall not be required to complete any specific number of Hours of Service to receive credit for such fractional year.

If more than 1 Eligibility Year of Service is required, Participants must be 100% immediately vested.

(X) For all other contributions -- The completion of 1 (not to exceed 1) Eligibility Year of Service.

AND

Effective

Date: ( ) Each Eligible Employee who is employed on the Effective Date shall become a Participant on the Effective Date. Each Eligible Employee employed after the Effective Date shall become a Participant on the Entry Date coincident with or following completion of the age and service requirements specified above.

( ) Each Eligible Employee who is employed on the effective date of this amended plan shall become a Participant as of such date. Each Eligible Employee employed after the effective date shall become a Participant on the entry date coincident with or following completion of the age and service requirements specified above.

V. ELIGIBILITY YEARS OF SERVICE

- A. For Employer Discretionary Contributions, in order to be credited with an Eligibility Year of Service, an Employee shall complete [...] (not to exceed 1,000) Hours of Service.  
NONE

Note: Not applicable if elapsed time method of crediting service for eligibility purposes is elected.

- B. For all other contributions, in order to be credited with an Eligibility Year of Service, an Employee shall complete 1,000 (not to exceed 1,000) Hours of Service.

Note: Not applicable if elapsed time method of crediting service for eligibility purposes is elected.

Note: In the case of an Employee in the Maritime Industry, for purposes of Eligibility Years of Service, refer to Section 1.24 of the Plan.

VI. ENTRY DATE

The Entry Date shall mean:

- (X) For the first Plan Year only, the initial Entry Date shall be FEBRUARY 1, 1996;

thereafter:

- ( ) Annual Entry. The first day of the Plan Year. [Note: If Annual Entry is selected, the age and service requirements cannot exceed 20 1/2 and 1/2 Eligibility Year of Service.]
- ( ) Dual Entry. The first day of the Plan Year and the first day of the seventh month of the Plan Year.
- ( ) Quarterly Entry. The first day of the Plan Year and the first day of the fourth, seventh and tenth months of the Plan Year.
- (X) Monthly Entry. The first day of the Plan Year and the first day of each following month of the Plan Year.
- ( ) Other: \_\_\_\_\_ (Note: Eligible Employees must commence participation no later than the earlier of: a) the beginning of the Plan Year after meeting the age and service requirements, or b) 6 months after the date the Employee meets the age and service requirements).

VII. COMPENSATION

- A. Except for purposes of "annual additions" testing under Section 415 of the Code, Compensation shall mean all of each Participant's:

- (X) Information required to be reported under Sections 6041, 6051, and 6052 of the Code. (Wages, tips and other compensation box on Form W-2) Compensation is defined as wages as defined in Section 3401(a) and all other payments of compensation to the Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Sections 6041(d) and 6051(a)(3) of the Code. Compensation must be determined without regard to any rules under Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or services performed (such as the exception for agricultural labor in Section 3401(a)(2) of the Code). This definition of Compensation shall exclude amounts paid or reimbursed by the Employer for moving expenses incurred by an Employee, but only to the extent that at the time of the payment it is reasonable to believe that these amounts are deductible by the Employee under Section 217 of the Code.
- ( ) Section 3401(a) wages. Compensation is defined as wages within the meaning of Section 3401(a) of the Code for purposes of income tax withholding at the source but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Section 3401(a)(2) of the Code).
- ( ) Section 415 safe-harbor compensation. Compensation is defined as wages, salaries, and fees for professional services and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements or other expense allowances under a nonaccountable plan (as described in Section 1.62-2(c)), and excluding the following:
- (a) Employer contributions to a plan of deferred compensation which are not includible in the Employee's gross income for the taxable year in which contributed, or Employer contributions under a simplified employee pension plan described in Section 408(k), or

any distributions from a plan of deferred compensation regardless of whether such amounts are includible in the gross income of the Employee;

(b) Amounts realized from the exercise of a nonqualified stock option, or when restricted stock (or property) held by the Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;

(c) Amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option; and

(d) Other amounts which receive special tax benefits, such as premiums for group-term life insurance (but only to the extent that the premiums are not includible in the gross income of the Employee), or contributions made by the Employer (whether or not under a salary reduction agreement) towards the purchase of an annuity contract described in Section 403(b) of the Code (whether or not the contributions are actually excludable from the gross income of the Employee).

which is actually paid to the Participant during the following applicable period:

( ) the portion of the Plan Year in which the Employee is a Participant in the Plan.

(X) the Plan Year.

( ) the calendar year ending with or within the Plan Year.

( ) Compensation shall be reduced by all of the following items (even if includible in gross income): reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation and welfare benefits.

Compensation (X) shall; ( ) shall not include Employer contributions made pursuant to a salary reduction agreement with an Employee which are not includible in the gross income of the Employee by reason of Sections 125,



402(e)(3), 402(h)(1)(B) or 403(b) of the Code.

If the Employer's contributions to the Plan are not allocated on an integrated basis, the following may be excluded from the definition of Compensation selected above for any year in which the Plan is not Top Heavy:

- bonuses
- overtime
- commissions
- amounts in excess of \$ [....]
- [....]

For any Self-Employed Individual covered under the Plan, Compensation means Earned Income.

- B. For purposes of "annual additions" testing under Section 415 of the Code, Compensation for any Limitation Year shall mean all of each Participant's:
- (X) Information required to be reported under Sections 6041, 6051 and 6052 of the Code. (Wages, tips and other compensation box on Form W-2) Compensation is defined as wages as defined in Section 3401(a) and all other payments of compensation to the Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Sections 6041(d) and 6051(a)(3) of the Code. Compensation must be determined without regard to any rules under Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or services performed (such as the exception for agricultural labor in Section 3401(a)(2) of the Code). This definition of Compensation shall exclude amounts paid or reimbursed by the Employer for moving expenses incurred by an Employee, but only to the extent that at the time of the payment it is reasonable to believe that these amounts are deductible by the Employee under Section 217 of the Code.

- ( ) Section 3401(a) wages. Compensation is defined as wages within the meaning of Section 3401(a) of the Code for purposes of income tax withholding at the source but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Section 3401(a)(2) of the Code).
- ( ) Section 415 safe-harbor compensation. Compensation is defined as wages, salaries, and fees for professional services and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements or other expense allowances under a nonaccountable plan (as described in Section 1.62-2(c)), and excluding the following:
  - (a) Employer contributions to a plan of deferred compensation which are not includible in the Employee's gross income for the taxable year in which contributed, or Employer contributions under a simplified employee pension plan described in Section 408(k), or any distributions from a plan of deferred compensation regardless of whether such amounts are includible in the gross income of the Employee;
  - (b) Amounts realized from the exercise of a nonqualified stock option, or when restricted stock (or property) held by the Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;
  - (c) Amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option; and
  - (d) Other amounts which receive special tax benefits, such as premiums for group-term life insurance (but only to the extent that the premiums are not includible in the gross income of the Employee), or contributions made by the Employer (whether or not

under a salary reduction agreement) towards the purchase of an annuity contract described in Section 403(b) of the Code (whether or not the contributions are actually excludable from the gross income of the Employee).

which is actually paid or includible in gross income during such Limitation Year. For any Self-Employed Individual covered under the Plan, Compensation means Earned Income.

VIII. LIMITATION YEAR

Limitation Year shall mean the twelve (12) consecutive-month period:

- Identical to the Plan Year.
- Identical to the Employer's fiscal year ending with or within the Plan Year of reference.
- As fixed by a resolution of the Board of Directors of the Employer, or the Employer if no Board of Directors exists.

IX. NORMAL RETIREMENT AGE

Normal Retirement Age shall mean:

- Age 65 (not to exceed 65).
- Age [...] (not to exceed 65), or the [...] (not to exceed the 5th) anniversary of the date the Participant commenced participation in the Plan, if later.

X. EARLY RETIREMENT AGE

Early Retirement Age shall mean:

- There shall be no early retirement provision in this Plan.
- Age 55

( ) Age [....] and [....] Years of Service.

XI. EMPLOYER AND EMPLOYEE CONTRIBUTIONS

A. Types and allocation of Contributions

- 1. Employer Discretionary Contributions
  - Not permitted.
  - Permitted.
    - An amount fixed by appropriate action of the Employer.
    - [...]% of Compensation of Participants for the Plan Year (not to exceed 15%).
    - [...]% of Compensation of Participants for the Plan Year, plus an additional amount fixed by appropriate action of the Employer (in total not to exceed 15%).

Employer Discretionary Contributions  shall;  shall not be integrated with Social Security.

If integrated with Social Security:

- a.  The Permitted Disparity Percentage shall be [...].
- b.  The Permitted Disparity Percentage shall be determined annually by appropriate action of the Employer.
- c.  The Integration Level shall be:
  - the Taxable Wage Base.

( ) \$ \_\_\_\_\_  
 (a dollar amount less than the  
 Taxable Wage Base).

( ) \_\_\_\_\_%  
 (not to exceed 100% of  
 the Taxable Wage Base).

Note: The Permitted Disparity Percentage cannot exceed the lesser of: (i) the base contribution, or (ii) the greater of 5.7% or the tax rate under Section 3111(a) of the Code attributable to the old age insurance portion of the Old Age, Survivors and Disability Income provisions of the Social Security Act (as in effect on the first day of the Plan Year). If the Integration Level selected above is other than the Taxable Wage Base ("TWB"), the 5.7% factor in the preceding sentence must be replaced by the applicable percentage determined from the following table.

If the Integration Level is:  
 -----

more than -----	but not more than -----	The Applicable Factor is -----
\$0	X*	5.7%
X*	80% of TWB	4.3%
80% of TWB	Y**	5.4%
*X =	the greater of \$10,000 or 20% of TWB	
**Y =	any amount more than 80% of TWB, but less than 100% of TWB	

## Allocation of Employer Discretionary Contributions.

In order to share in the allocation of Employer Discretionary Contributions (and forfeitures, if forfeitures are reallocated to Participants) an Active Participant:

Need not be employed on the last day of the Plan Year.

Must be employed on the last day of the Plan Year, unless the Participant terminates employment on account of:

Death.

Disability.

Attainment of Early Retirement Age.

Attainment of Normal Retirement Age.

Employer approved leave of absence.



( ) Must have ( ) 501 Hours of Service; ( ) [...] Hours of Service (cannot exceed 1,000). (Note: Not applicable if elapsed time method of crediting service is elected.

2. Elective Deferrals

( ) Not permitted.  
(X) Permitted.

A Participant may elect to have his or her Compensation reduced by:

(X) An amount not in excess of 15% of Compensation [cannot exceed the dollar limitation of Section 402(g) of the Code for the calendar year].

( ) An amount not in excess of \$[...] of Compensation [cannot exceed the dollar limitation of Section 402(g) of the Code for the calendar year].

( ) An amount not to exceed the dollar limitation of Section 402(g) of the Code for the calendar year.

( ) An amount not in excess of (Note: The percent for the Highly Compensated Employee cannot exceed the percent for the Non-Highly Compensated Employee):

\_\_\_% of Compensation [cannot exceed the dollar limitation of Section 402(g) of the Code for the calendar year] for each Highly Compensated Employee; and

\_\_\_% of Compensation [cannot exceed the dollar limitation of Section 402(g) of the Code for the calendar year] for each Non-Highly Compensated Employee.

A Participant may elect to commence Elective Deferrals the next pay period following: FIRST DAY OF EACH CALENDAR MONTH (enter date or period -- at least once each calendar year).

A Participant may modify the amount of Elective Deferrals as of FIRST DAY OF EACH CALENDAR MONTH (enter date or period -- at least once each calendar year).

A Participant ( ) may; (X) may not base Elective Deferrals on cash bonuses that, at the Participant's election, may be contributed to the CODA or received by the Participant in cash. Such election shall be effective as of the next pay period following or as soon as administratively feasible thereafter.

Participants who claim Excess Elective Deferrals for the preceding calendar year must submit their claims in writing to the plan administrator by MARCH 1 (enter date between March 1 and April 15).

A Participant ( ) may; ( ) may not elect to recharacterize Excess Contributions as Thrift Contributions. (Note: Available only if Thrift Contributions are permitted.) N/A

Participants who elect to recharacterize Excess Contributions for the preceding Plan Year as Thrift Contributions must submit their elections in writing to the Committee by [...] (enter date no later than 2 1/2 months after close of Plan Year). N/A

3. Thrift Contributions

(X) Not permitted.

( ) Permitted.

Participants shall be permitted to make Thrift Contributions from [...]% (not less than 1) to [...]% (not more than 10) of their total aggregate Compensation.

A Participant may elect to commence Thrift Contributions the next pay period following [...] (enter date or period--at least once each calendar year).

The Change Date for a Participant to modify the amount of Thrift Contributions shall be as of [...] (enter date or period -- at least once each calendar year).

4. Elective Deferrals and Thrift Contributions, combined ("Combined Contributions")

Not Permitted.

Permitted.

A Participant may elect to make Combined Contributions which do not exceed [...] % of Compensation. (Note: Elective Deferrals can not exceed the dollar limitation of Section 402(g) of the Code for the calendar year).

A Participant may elect to commence contributions the next pay period following: (enter date or period -- at least once each calendar year).

A Participant may modify his amount of Combined Contributions as of [...] (enter date or period -- at least once each calendar year).

A Participant  may;  may not base Elective Deferrals on cash bonuses that, at the Participant's election, may be contributed to the CODA or received by the Participant in cash. Such election shall be effective as of the next pay period following [...] or as soon as administratively feasible thereafter.

Participants who claim Excess Elective Deferrals for the preceding calendar year must submit their claims in writing to the plan administrator by [...] (enter date between March 1 and April 15).

A Participant  may;  may not elect to recharacterize Excess Contributions as Thrift Contributions.

Participants who elect to recharacterize Excess Contributions for the preceding Plan Year as Thrift Contributions must submit their elections in writing to the

Committee by [...] (enter date no later than 2 1/2 months after close of the Plan Year).

5. Matching Contributions

( ) Not permitted.

(X) Permitted.

(X) The Employer shall or may (in the event that the Matching Contribution amount is within the discretion of the Employer) make Matching Contributions to the Plan with respect to (any one or a combination of the following may be selected):

(X) Elective Deferrals.

( ) Thrift Contributions.

( ) Combined Contributions.

Such Matching Contributions will be made on behalf of:

(X) All Participants who make such contribution(s).

( ) All Participants who are Non-Highly Compensated Employees who make such contribution(s).

The amount of such Matching Contributions made on behalf of each such Participant shall be:

(i) Elective Deferrals (any one or a combination of the following may be selected)

( ) An amount or percentage fixed by appropriate action of the Employer.

50% of the Elective Deferrals.

[...]% of the first [...]% of Compensation contributed as an Elective Deferral, plus

[...]% of the next [...]% of Compensation contributed as an Elective Deferral, plus

[...]% of the next [...]% of Compensation contributed as an Elective Deferral.

The Employer shall not match Elective Deferrals as provided above in excess of 5% or in excess of [...]% of the Participant's Compensation.

The Employer shall not match Elective Deferrals made by the following class(es) of Employees: [...]

(ii) Thrift Contributions (any one or a combination of the following may be selected)-

An amount or percentage fixed by appropriate action of the Employer. N/A

\$[...] for each dollar of Thrift Contributions. N/A

[...]% of the Thrift Contributions. N/A

( ) [...]% of the first [...]% of Compensation contributed, plus [...]% of the next [...]% of Compensation contributed, plus [...]% of the remaining Compensation contributed.

The Employer shall not match Thrift Contributions as provided above in excess of \$[...] or in excess of [...]% of the Participant's Compensation. N/A

The Employer shall not match Thrift Contributions made by the following class(es) of Employees: [...] N/A

(iii) Combined Contributions (any one or a combination of the following may be selected).

( ) An amount fixed by appropriate action of the Employer. N/A

( ) [...]% of Combined Contributions.

( ) [...]% of Elective Deferrals, plus [...]% of Thrift contributions. N/A

( ) [...]% of the first [...]% of Compensation contributed, plus [...]% of the next [...]% of Compensation contributed, plus [...]% of the remaining Compensation contributed. N/A

The Employer shall not match Combined Contributions as provided above in excess of \$[...] or in excess of [...]% of the Participant's Compensation.

The Employer shall not match Combined



Contributions made by the following class(es) of Employees: [....]

Matching Contributions shall be made each:

- Payroll period.
- Month.
- Quarter.
- Plan Year.

Allocation of Matching Contributions --

In order to share in the allocation of Matching Contributions (and forfeitures, if forfeitures are reallocated to participants) a Participant: NONE

Must be employed on the last day of the payroll period.

Must be employed on the last day of the Month.

Must be employed on the last day of the Quarter.

Must be employed on the last day of the Plan Year.

unless the Participant terminates employment on account of:

Death.

Disability.

Attainment of Early Retirement Age.

Attainment of Normal Retirement Age.

Employer approved leave of absence.

Must have  501 Hours of Service;  [...] Hours of Service (cannot exceed 1,000). Note: Not applicable if elapsed time method of crediting service is elected.

6. Qualified Matching Contributions

Not permitted.

Permitted.

The Employer shall or may (in the event that the Qualified Matching Contribution amount is within the discretion of the Employer) make Qualified Matching Contributions.

Qualified Matching Contributions will be made on behalf of:

All Participants who make Elective Deferrals.

All Participants who are Non-Highly Compensated Employees and who make Elective Deferrals.

The amount of such Qualified Matching Contributions made on behalf of each Participant shall be

(any one or a combination of the following may be selected):

An amount or percentage fixed by appropriate action by the Employer.

[...] % of the Elective Deferrals.

The Employer shall not match Elective Deferrals as provided above in excess of \$[...] or in excess of [...] % of the Participant's Compensation.

7. Qualified Nonelective Contributions

Not permitted.

The Employer shall have the discretion to contribute Qualified Nonelective Contributions for any Plan Year in an amount to be determined each year by the Employer.

Qualified Nonelective Contributions will be made on behalf of (select as appropriate):

All Eligible Employees.

All Participants who make Elective Deferrals.

All Participants who are Non-Highly Compensated Employees and who make Elective Deferrals.

All Participants who are Non-Highly Compensated Employees.

All Non-Key Employees.

- B. Forfeitures (Do not complete if 100% immediate vesting is elected).

Forfeitures of Employer Discretionary Contributions, Matching Contributions or Excess Aggregate Contributions shall be:

Allocated to participants in the manner provided in Sections 4.2 and 4.7(d)(2) of the Plan.

Used to reduce:

any future Employer contributions.

Plan expenses.

- C. Contributions Not Limited by Net Profits

Indicate for each type of Employer contribution allowed under the Plan whether such contributions are to be limited to Net Profits of the Employer for the taxable year of the Employer ending with or within the Plan Year:

Yes       No  
Employer Discretionary Contributions

Yes       No  
Elective Deferrals

Yes       No  
Qualified Nonelective Contributions

Yes       No  
Matching Contributions

Yes       No  
Qualified Matching Contributions.

XII. DISTRIBUTIONS AND IN-SERVICE WITHDRAWALS

- A. Accounts shall be distributable upon a Participant's separation from service, death, or Total and Permanent Disability, and, in addition:
- (X) Termination of the Plan without establishment or maintenance of a successor plan.
  - (X) The disposition to an entity that is not an Affiliated Employer of substantially all of the assets used by the Employer in a trade or business, but only if the Employer continues to maintain the Plan and only with respect to participants who continue employment with the acquiring corporation.
  - (X) Upon attainment of the Plan's Normal Retirement Age.
  - (X) The disposition to an entity that is not an Affiliated Employer of the Employer's interest in a subsidiary, but only if the Employer continues to maintain the Plan and only with respect to Participants who continue employment with such subsidiary.
  - ( ) Vested portion of Employer Discretionary Contributions on account of a Participant's financial hardship to the extent permitted by Section 4.9 of the Plan.
  - ( ) Vested portion of Employer Matching Contributions on account of a Participant's financial hardship to the extent permitted by Section 4.9 of the Plan.
- B. In addition to A above, Elective Deferrals, Qualified Nonelective Contributions and Qualified Matching Contributions (as applicable) and income allocable to such amounts shall be distributable:
- (X) Upon the Participant's attainment of age 59 1/2.
  - (X) On account of a Participant's financial hardship, to the extent permitted by Section 4.9 of the Plan (Elective Deferrals Only).
- C. In-service withdrawals from a Participant's: ( ) Employer Discretionary Contribution Account; (X) Matching Contribution Account; ( ) Transfer

Account, if any (X) shall; ( ) shall not be permitted upon the attainment of age 59 1/2. (Permitted only if the Plan is not integrated with Social Security and a Participant's Employer Discretionary Contribution Account and Matching Contribution Accounts are 100% vested at time of distribution.)

- D. Distribution of benefits upon separation of service, retirement or death of a Participant ( ) shall; (X) shall not be subject to the Automatic Annuity rules of Section 8.2 of the Plan.
- E. (Complete only if the Plan is not subject to the Automatic Annuity rules of Section 8.2.) Check the appropriate optional forms of benefit that shall be available under the Plan (if left blank, the provisions of Section 8.6(a) of this Plan shall apply):
- Single lump sum payment.
- Installment payments pursuant to Section 8.6(a) of the Plan.
- F. The following optional forms of benefit shall be available in addition to the optional forms of benefit available under Section 8.6 of the Plan (Note: If the Plan is not subject to the Automatic Annuity rules of Section 8.2 and the Participant is permitted to select an annuity as an optional form of benefit, then the Automatic Annuity rules of Section 8.2 shall apply to such participant): NONE
- 

[Note: If the Plan is an amendment and restatement of an existing Plan, optional forms of benefit protected under Section 411(d)(6) of the Code may not be eliminated, unless permitted by IRS Regulations Sections 1.401(a)-(4) and 1.411(d)-4].

### XIII. VESTING SERVICE

In order to be credited with a year of Service for vesting purposes, a Participant shall complete 1,000 (not to exceed 1,000) Hours of Service. (Not applicable if

elapsed time method of crediting service for vesting purposes is elected).

Note: In the case of Employees in the Maritime Industry, for purposes of a year of Service, refer to Section 1.56 of the Plan.

#### XIV. VESTING SERVICE - EXCLUSIONS

All of an Employee's years of Service with the Employer shall be counted to determine the vested interest of such Employee except:  
NONE

- ( ) Years of Service before age 18.
- ( ) Years of Service before the Employer maintained this Plan or a predecessor plan.
- ( ) Years of Service before the effective date of ERISA if such Service would have been disregarded under the Service Break rules of the prior plan in effect from time to time before such date. For this purpose, Service Break rules are rules which result in the loss of prior vesting or benefit accruals, or deny an Employee's eligibility to participate by reason of separation or failure to complete a required period of Service within a specified period of time.

#### XV. VESTING SCHEDULES

The vested interest of each Employee (who has an Hour of Service on or after January 1, 1989) in his Employer-derived account balance shall be determined on the basis of the following schedules: NONE

##### A. Employer Discretionary Contributions.

- ( ) 100% immediately vested. [Note: Mandatory if more than 1 Eligibility Year of Service is required.]
- ( ) 100% immediately vested after [...] (not to exceed 5) years of Service.

( ) [...]% (not less than 20%) vested for each year of Service, beginning with the [...] (not more than the 3rd) year of Service until 100% vested.

( ) Other: [...] (Must be at least as favorable as any one of the above 3 options).

AND

( ) Effective Date Vesting. Each Employee who is a Participant on the Effective Date shall be 100% immediately vested.

B. Matching Contributions.

( ) 100% immediately vested. [Note: Mandatory if more than 1 Eligibility Year of Service is required.]

( ) 100% immediately vested after [...] (not to exceed 5) years of Service.

(X) 20% (not less than 20%) vested for each year of Service, beginning with the 1ST (not more than the 3rd) year of Service until 100% vested.

( ) Other: [...] (Must be at least as favorable as any one of the above 3 options).

AND

( ) Effective Date Vesting. Each Employee who is a Participant on the Effective Date shall be 100% immediately vested.

C. Top Heavy Minimum Vesting Schedules.

One of the following schedules will be used for years when the Plan is or is deemed to be Top-Heavy.



( ) 100% immediately vested after [...] (not to exceed 3) years of Service.

( ) 20% vested after 2 years of Service, plus [...] % vested (not less than 20%) for each additional year of Service until 100% vested.

(X) Other: 20% VESTED FOR EACH YEAR OF SERVICE BEGINNING WITH THE 1ST YEAR OF SERVICE UNTIL 100% VESTED.

(Note: must be at least as favorable as either of the two schedules in this Section C).

If the vesting schedule under the Plan shifts in or out of the Minimum Schedule above for any Plan Year because of the Plan's Top-Heavy status, such shift is an amendment to the vesting schedule and the election in Section 7.3 of the Plan applies.

XVI. LIFE INSURANCE

Life insurance ( ) shall; (X) shall not be a permissible investment.

XVII. LOANS

Loans ( ) shall; (X) shall not be permitted.

XVIII. TOP-HEAVY PROVISIONS

A. Top Heavy Status

( ) The provisions of Article XIII of the Plan shall always apply.

(X) The provisions of Article XIII of the Plan shall only apply in Plan Years after 1983, during which the Plan is or becomes Top-Heavy.

B. Minimum Allocations

If a Participant in this Plan who is a Non-Key Employee is covered under another qualified plan maintained by the Employer, the minimum Top Heavy allocation or benefit required under Section 416 of the Code shall be provided to such Non-key Employee under:

this Plan.

the Employer's other qualified defined contribution plan.

the Employer's qualified defined benefit plan.

C. Determination of Present Value

If the Employer maintains a defined benefit plan in addition to this Plan, and such plan fails to specify the interest rate and a mortality table to be used for purposes of establishing present value to compute the Top-Heavy Ratio, then the following assumptions shall be used:

Interest Rate: [....]%

Mortality Table: [....]

XIX. LIMITATION ON ALLOCATIONS

If the adopting Employer maintains or has ever maintained another qualified plan in which any Participant in this Plan is (or was) a Participant or could possibly become a Participant, the adopting Employer must complete this Section. The Employer must also complete this Section if it maintains a welfare benefit fund, as defined in Section 419(e) of the Code, or an individual medical account, as defined in Section 415(1)(2) of the Code, under which amounts are treated as Annual Additions with respect to any Participant in the Plan.

(a) If the Participant is covered under another qualified defined contribution plan maintained by the Employer, other than a Master or Prototype Plan, Annual Additions for any Limitation Year shall be limited to comply with Section 415(c) of the Code: NONE

( ) in accordance with Sections 6.4(e) - (j) as though the other plan were a Master or Prototype Plan.

( ) by freezing or reducing Annual Additions in the other qualified defined contribution plan.

( ) other: \_\_\_\_\_

(b) If a Participant is or has ever been a Participant in a qualified defined benefit plan maintained by the Employer, the "1.0" aggregate limitation of Section 415(e) of the Code shall be satisfied by: NONE

( ) freezing or reducing the rate of benefit accrual under the qualified defined benefit plan.

( ) freezing or reducing the Annual Additions under this Plan (or, if the Employer maintains more than one qualified defined contribution plan, as indicated in (a) above).

( ) other: \_\_\_\_\_

XX. INVESTMENTS

(X) Participants (X) shall; ( ) shall not be permitted to direct the investment of their Accounts in the investment options selected by the Employer or the Committee.

( ) Investment of participant Accounts shall be directed consistent with rules

and procedures established by the Committee. Such rules shall be applied to all Participants in a uniform and nondiscriminatory basis.

XXI. TRANSFERS

Transfers pursuant to Section 10.3 of the Plan (X) shall; ( ) shall not be permitted.

If permitted, indicate additional prior plan provisions, if applicable: [...].

XXII. ROLLOVERS

Rollovers pursuant to Section 10.3 of the Plan (X) shall; ( ) shall not be permitted.

XXIII. EMPLOYER REPRESENTATIONS

The Employer hereby represents that:

- a. It is aware of, and agrees to be bound by, the terms of the Plan.
- b. It understands that the Sponsor will not furnish legal or tax advice in connection with the adoption or operation of the Plan and has consulted legal and tax counsel to the extent necessary.
- c. The failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

XXIV. RELIANCE ON PLAN QUALIFICATION

The adopting Employer may not rely on an opinion letter issued by the National Office of the Internal Revenue Service as evidence that the Plan is qualified under Section 401 of the Code. In order to obtain reliance with respect to plan

qualification, the Employer must apply to the appropriate key district office of the Internal Revenue Service for a determination letter.

## XXV. PROTOTYPE PLAN DOCUMENTS

This Adoption Agreement may be used only in conjunction with the Dreyfus Prototype Defined Contribution Plan, Basic Plan Document No. 01, and the Dreyfus Trust Agreement both as amended from time to time. In the event the Sponsor amends the Basic Plan Document or this Adoption Agreement or discontinues this type of plan, it will inform the Employer. The Sponsor, The Dreyfus Corporation, is available to answer questions regarding the intended meaning of any Plan provisions, adoption of the Plan and the effect of an Opinion Letter at 144 Glenn Curtiss Boulevard, Uniondale, New York 11556-0144 [(516) 338-3418].

IN WITNESS WHEREOF, the Employer and the Trustee have executed this instrument the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_. If applicable, the appropriate corporate seal has been affixed and attested to.

WACKENHUT CORRECTIONS CORPORATION  
Name of Business Entity

-----  
Signature (Sole Proprietors only)

By: \_\_\_\_\_  
Name and Title (Corporations or Partnerships)

ATTEST:

-----  
Secretary (Corporations only)

SEAL:

DREYFUS TRUST COMPANY  
Name(s) of Trustee(s)

-----  
Signature (Individual Trustee)

-----  
Signature (Individual Trustee)

By: -----  
Name and Title (Corporate Trustee only)



## CONSENT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

As independent certified public accountants, we hereby consent to the incorporation by reference in this registration statement of our report dated February 2, 1996 included in Wackenhut Corrections Corporation's Form 10-K for the year ended December 31, 1995 and to all references to our Firm included in this registration statement.

/s/ Arthur Andersen LLP

ARTHUR ANDERSEN LLP

Miami, Florida  
December 3, 1996